

MISSOURI DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES
P.O. BOX 270
JEFFERSON CITY, MO 65102

REQUEST NO.	2-140102LT	
DATE	December 19, 2013	
PAGE NO.	1	NO. OF PAGES 16

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL BE RECEIVED AT THIS OFFICE UNTIL

2:00 p.m., Local Time, January 2, 2014

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING THE FOLLOWING SUPPLIES OR SERVICES.

BIDS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF TRANSPORTATION

Submit net bid as cash discount stipulations will not be considered
Various MoDOT Locations

THE BIDDER MUST SIGN AND RETURN BEFORE DATE AND TIME SET FOR OPENING.

BUYER: Lori Tackett

BUYER TELEPHONE: 573-522-9481

BUYER EMAIL: Lori.Tackett@modot.mo.gov

SUPPLIES OR SERVICES

Breakaway Devices

To establish a contract to furnish **Breakaway Devices** with an effective date of Notice to Proceed and ending December 31, 2014 in accordance with the following pages.

(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)

In compliance with the above Request For Bid, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were bid within the timeframe specified herein, after receipt of formal purchase order.

Date: _____

Firm Name: _____

Telephone No.: _____

Address: _____

Fax No.: _____

By (Signature): _____

Email Address: _____

Type/Print Name _____

Title: _____

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

- 1.1.1 This Request for Bid seeks bids from qualified organizations to provide breakaway devices located throughout the State of Missouri with an effective contract period of Notice to Proceed through December 31, 2014, to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT). Each bid must be mailed in a sealed envelope to Lori Tackett, General Services Procurement Unit, 830 MoDOT Drive, P.O. Box 270, Jefferson City, MO 65109, or hand-delivered in a sealed envelope to the General Services Procurement Office in the Missouri Department of Transportation Building located at 830 MoDOT Drive, Jefferson City, MO. All questions regarding the RFB shall be submitted to Lori Tackett. Bids must be returned to Lori Tackett no later than 2:00 p.m., January 2, 2014, Local Time.

RFB Coordinator:

Lori Tackett, General Services Technician

Missouri Department of Transportation

PHONE: 573-522-9481

FAX: 573-526-1218

1.2 General Information:

- 1.2.1 This document constitutes an invitation for competitive, sealed bids for the procurement of breakaway devices as set forth herein.
- 1.2.2 Organization - This document, referred to as a Request for Bid (RFB), is divided into the following parts:
- 1) Introduction and General Information
 - 2) Scope of Work
 - 3) Bid Submission
 - 4) Pricing Page
 - 5) Attachment A
 - 6) Terms and Conditions

2. SCOPE OF WORK

2.1 General Requirements:

- 2.1.1 The contractor shall provide breakaway devices on an as needed, if needed basis for the Missouri Highway and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT), hereinafter referred to as the “MoDOT”, in accordance with the provisions and requirements stated herein.
- 2.1.2 The contractor shall provide all deliverables/services to the sole satisfaction of MoDOT.
- 2.1.3 MoDOT does not guarantee any specific quantities that may be required to be provided by the contractor.
- 2.1.4 MoDOT reserves the right to obtain “like or similar” products as specified herein from other manufacturers, exclusive of the contract, when use of such products is deemed in the best interest of MoDOT.
- 2.1.5 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the deliverables/services required herein.
- 2.1.6 The contractor shall furnish breakaway devices that complies with the specifications specified herein, and the Missouri Standard Plans and Specifications for Highway Construction, Edition of 2004, and any Revisions thereto.
- 2.1.7 The contractor shall agree and understand that only items on the latest revision of the MoDOT Approved Products List (see elsewhere herein) for Traffic Signals and Highway Lighting Equipment will be accepted.

2.2 Delivery Requirements:

- 2.2.1 The contractor shall deliver breakaway devices as specified herein to various locations within the district locations specified on “ATTACHMENT A” elsewhere herein. The contractor shall deliver such breakaway devices F.O.B. destination.
- 2.2.2 If requested by MoDOT, the contractor shall deliver the specified breakaway devices for a specified quantity at an accelerated lead time.
- 2.2.3 The contractor shall notify the District Engineer or his representative, at a minimum of twenty-four (24) hours in advance, regarding the arrival time of each shipment.

2.3 Liquidated Damage Requirements:

- 2.3.1 The contractor shall agree and understand that providing breakaway devices in accordance with the requirements stated herein is considered critical to the efficient operations of MoDOT. However, since the amount of actual damages would be difficult to establish in the event the contractor fails to comply with the contractual requirements, the contractor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.
 - a. In the event the contractor fails to provide breakaway devices in accordance with the contractual requirements specified herein, the contractor shall be assessed liquidated damages in the amount of \$250.00 per day, per complete order for each such delinquent day.
 - b. The contractor shall further agree and understand that such liquidated damages shall either be deducted from the total amount due the contractor or paid by the contractor as a direct payment to MoDOT, at the sole discretion of MoDOT.
 - c. The contractor shall understand that the liquidated damages described herein shall not be construed as a penalty.

- d. The contractor shall agree and understand that all assessments of liquidated damages shall be within the discretion of each District as a separate entity, and shall be in addition to, not in lieu of, the rights of the State of Missouri to pursue other appropriate remedies. The contractor shall understand and agree that each District's decision shall be individual, final, and without recourse.
- e. The contractor shall agree and understand that if a product(s) is rejected due to not meeting specifications, all costs associated with returning the product to the contractor shall be paid by the contractor.

2.4 Invoicing and Payment Requirements:

- 2.4.1 The contractor shall submit an itemized invoice to the applicable requesting address for the completion of deliverables, as specified herein.
- 2.4.2 Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- 2.4.3 The contractor shall be paid in accordance with the firm, fixed prices stated on the pricing page(s) of this document after completion of deliverables specified herein and acceptance by MoDOT.
- 2.4.4 Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.
- 2.4.5 MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Federal Excise Tax Exemption Certificate will be furnished to the successful bidder upon request.
- 2.4.6 Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- 2.4.7 The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the contractor's expense.
- 2.4.8 The MHTC reserves the right to purchase goods and services using the state-purchasing card.

2.5 Other Contractual Requirements:

- 2.5.1 Contract Period - The contract shall commence from the date of Notice to Proceed until December 31, 2014 with up to two (2) one-year renewal option periods. If the option for renewal is exercised by MoDOT, the contractor shall agree to all terms and conditions of the RFB and all subsequent amendments. Renewal options are at the sole discretion of MoDOT.
- 2.5.2 Renewal Periods - If the option for renewal is exercised by MoDOT, the contractor shall agree that the percentages for the renewal period shall not exceed the maximum percentage for the applicable renewal period stated herein.
 - a. If renewal percentages are not provided, the prices during renewal periods shall be the same as during the original contract period.
 - b. MoDOT does not automatically exercise its option for renewal based upon the maximum percentage of increase without documented justification supporting an increase, and reserves the right to offer or to request renewal of the contract at a percentage less than the maximum percentage stated.
 - c. In the event MoDOT exercises its option(s) to renew the contract, the requirements for future years shall be basically similar.

- 2.5.3 Escalation Clause - In the event the contractor requests a price increase during the contract period, either the original contract period or any contract renewal period, the contractor must provide a written request and documentation justifying the need for a price increase, and the amount of such price increase. MoDOT will review the contractor's written request and documentation, and decide if a price increase is to be granted at that particular time. The contractor shall understand and agree that MoDOT's decision shall be final and without recourse.
- a. No price increase shall be granted during the first 3 months of the original contract period, or if applicable, first 3 months of a contract renewal period.
 - b. In the event a price increase is granted due to an approved escalation, the renewal percentage shall be based upon the current contract value.
- 2.5.4 Inspection Specifications - MoDOT reserves the right to inspect the material at the point of manufacture, intermediate storage point, or at a destination which shall be at the discretion of MoDOT.

- b. MHTC reserves the right to reject any or all bids, and no award is final until formally approved by the MHTC.
- c. Notification of award shall be at the time the tabulation is posted to the Internet. It is the sole responsibility for all bidders to check the website for bid results.

4. PRICING PAGES

4.1 **Breakaway Devices** - The bidder shall provide firm, fixed prices in the tables below for the original contract period for providing the deliverables/services in accordance with the provisions and requirements of this RFB. All costs associated with providing the required deliverables/services shall be included in the prices stated below.

ITEM #:	DISTRICT AND DESTINATION:	ORIGINAL CONTRACT PERIOD FIRM, FIXED PRICE:
1	Slip-Mate Triangular Slip Base Assembly for 2.5" PSST <i>Manufacturer: Ultimate Highway Products</i> <i>C/S Code: 8013048005</i>	\$ _____ <i>per each</i>
2	Kleen Break 425 Assembly for 2" PSST. Product Code - XKB42520-G <i>Manufacturer: Xcessories Squared</i> <i>C/S Code: 8013048010</i>	\$ _____ <i>per each</i>
3	Redi-Torque 280 Assembly (Cast Iron triangular top, includes post locking wedge) for 2.5" PSST. Product Code – SB8C-250A-G <i>Manufacturer: Xcessories Squared</i> <i>C/S Code: 8013061000</i>	\$ _____ <i>per each</i>
4	Redi-Torque match plate Bolt Kit for triangular slip bases. Product Code – RTSB-MPHDW <i>Manufacturer: Xcessories Squared</i> <i>C/S Code: 8013061100</i>	\$ _____ <i>per each</i>
5	S-Q 8" Square Slipbase for 2.5" PSST. Product Code – 31209 <i>Manufacturer: Northwest Pipe Company</i> <i>C/S Code: 8013064000</i>	\$ _____ <i>per each</i>
6	Breakaway Coupler - Snap n Safe S250 <i>Manufacturer: Designovations</i> <i>C/S Code: 8013065000</i>	\$ _____ <i>per each</i>
7	Surface Mount Coupler - Snap n Safe S250 S <i>Manufacturer: Designovations</i> <i>C/S Code: 8013065700</i>	\$ _____ <i>per each</i>
8	3/4" Dent Bolt. Product Code – 6882 <i>Manufacturer: Dent Breakaway Industries</i> <i>C/S Code: 8013068000</i>	\$ _____ <i>per each</i>
9	5/8" Dent Bolt. Product Code – 6878 <i>Manufacturer: Dent Breakaway Industries</i> <i>C/S Code: 8013068450</i>	\$ _____ <i>per each</i>
10	1/2" Dent Bolt. Product Code – 6874 <i>Manufacturer: Dent Breakaway Industries</i> <i>C/S Code: 8013068800</i>	\$ _____ <i>per each</i>

MISSOURI DEPARTMENT OF TRANSPORTATION APPROVED PRODUCTS LIST

HIGHWAY SIGNING EQUIPMENT

V. GENERAL

This Approved Products List (APL) for highway signing equipment contains current pre-approved products for highway signing. This list is applicable to department purchases and construction contracts. The list includes products that have been approved for use based on satisfactory performance during a specified test period. Products listed have undergone sufficient field testing to be considered acceptable for use at any time. All field tests of new products or pending products should be arranged with Central Office Traffic.

The department frequently tests new products and equipment for highway signing. These new products may be installed on a construction project or used for normal department installations and maintenance. Vendors may also submit items, at no cost to the department, for the test period. Only a limited number of units will be accepted for test statewide until the product is added to the Approved Products List. A vendor wishing to initiate a test on a new product shall submit a Product Evaluation Request Form. Copies of this form can be obtained from our website at www.modot.state.mo.us or contact MoDOT Central Office Traffic. Minor model changes of previously approved products do not require a new evaluation period, although the vendor shall submit specification sheets and a sample of the product for the Department to inspect. Any modifications determined to potentially alter the performance of the product may require the product to undergo additional field testing and evaluation.

All product evaluations are coordinated through MoDOT Central Office Traffic. The vendor supplying the equipment shall provide equipment specifications and a certification that the equipment meets department specifications before the test is performed. The equipment is tested for the period specified by Central Office Traffic (typically one year). Products that are not performing satisfactorily will be left off of the list. Products that were previously approved that begin to perform unsatisfactorily will be removed or replaced with an approved product if the vendor cannot provide timely correction of the problem.

If a vendor is proposing a product that does not meet department specifications, an explanation of why the product meets or exceeds the current specifications must be provided by the vendor in writing to Central Office Traffic. If approved, the product may be tested for the specified period as described above. If the product is satisfactory, the Department will consider a revision to the applicable specifications. Products will not be added to the Approved Products List that does not meet department specifications.

Products on the APL shall continue to perform satisfactorily. In addition, the vendors shall support the products. Products not performing as required or not supported are subject to removal from the APL.

Grounds for removal of products include but are not limited to:

- Significant change in product specifications or design without notification to the department.
- Failure to correct or replace products that are defective in manufacturing or workmanship.
- Repeated patterns of malfunctions of a product not adequately corrected by the vendor.
- Unreasonable pricing of repair parts or repair work. Repair work not completed in a reasonable time frame.
- Excessive delivery times for new purchases or replacement parts.

Changes in standard specifications may also necessitate removal of specific products from the APL. If this occurs, there will be a grace period where the product will be retained on the list after the specifications are changed. However the product will eventually be removed from the list if it is not revised to meet specifications.

MISSOURI DEPARTMENT OF TRANSPORTATION APPROVED PRODUCTS LIST

VI. HIGHWAY SIGNING EQUIPMENT

BREAKAWAY DEVICES

MANUFACTURER DESCRIPTION, MODEL

Ultimate Highway Products.....	Triangular Slip Base for 2.5" PSST, Slip-Mate
Xcessories Squared	Kleen Break 425 for 2" PSST, XKB42520-G
Xcessories Squared	Redi-Torque 280 for 2.5" PSST, SB8C-250A-G
Xcessories Squared	Redi-Torque Bolt Kit, RTSB-MPHDW
Northwest Pipe Company.....	S-Q 8" Square Slipbase for 2.5" PSST, 31209
Designovations, Inc	Snap n Safe S250 and S250 S
Dent Breakaway Industries, Inc	3/4" Dent Bolt, #6882
Dent Breakaway Industries, Inc	5/8" Dent Bolt, #6878
Dent Breakaway Industries, Inc	1/2" Dent Bolt, #6874
Dent Breakaway Industries, Inc	5/8" Ground Anchors (Galvanized)
Dent Breakaway Industries, Inc	5/8" Modified Dent Bolt, #6220
Dent Breakaway Industries, Inc	3/4" Modified Dent Bolt, #6882

FOUNDATIONS/ANCHORS

MANUFACTURER DESCRIPTION, MODEL

None	None
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SIGN HARDWARE AND SIGN SUPPORTS

MANUFACTURER DESCRIPTION, MODEL

Xcessories Squared	Aluminum Post Clamp for 2.5" Pipe, XAPC278RD
Xcessories Squared	Aluminum Post Clamp for 3" Pipe, XAPC350RD
Xcessories Squared	Aluminum Post Clamp for 4" Pipe, XAPC450RD
Xcessories Squared	Aluminum Bar for Post Clamps, XAB750
Xcessories Squared	Aluminum Sign Backer Bar, ASB200P1
Xcessories Squared	Extruded Panel Clamp for 2" PSST, EPPCS200SQ
Xcessories Squared	Extruded Panel Clamp for 2.5" PSST, EPPCS250SQ
Xcessories Squared	Extruded Panel Clamp for 2.5" Pipe, EPPCS250RD
Xcessories Squared	Extruded Panel Clamp for 3" Pipe, EPPCS300RD
Xcessories Squared	Extruded Panel Clamp for 4" Pipe, EPPCS400RD
Xcessories Squared	Extruded Panel Clamp for 4x4 Wood, EPPCS44W
Xcessories Squared	Extruded Panel Clamp for 4x6 Wood, EPPCS46W
Xcessories Squared	Extruded Panel Clamp for 6x6 Wood, EPPCS66W

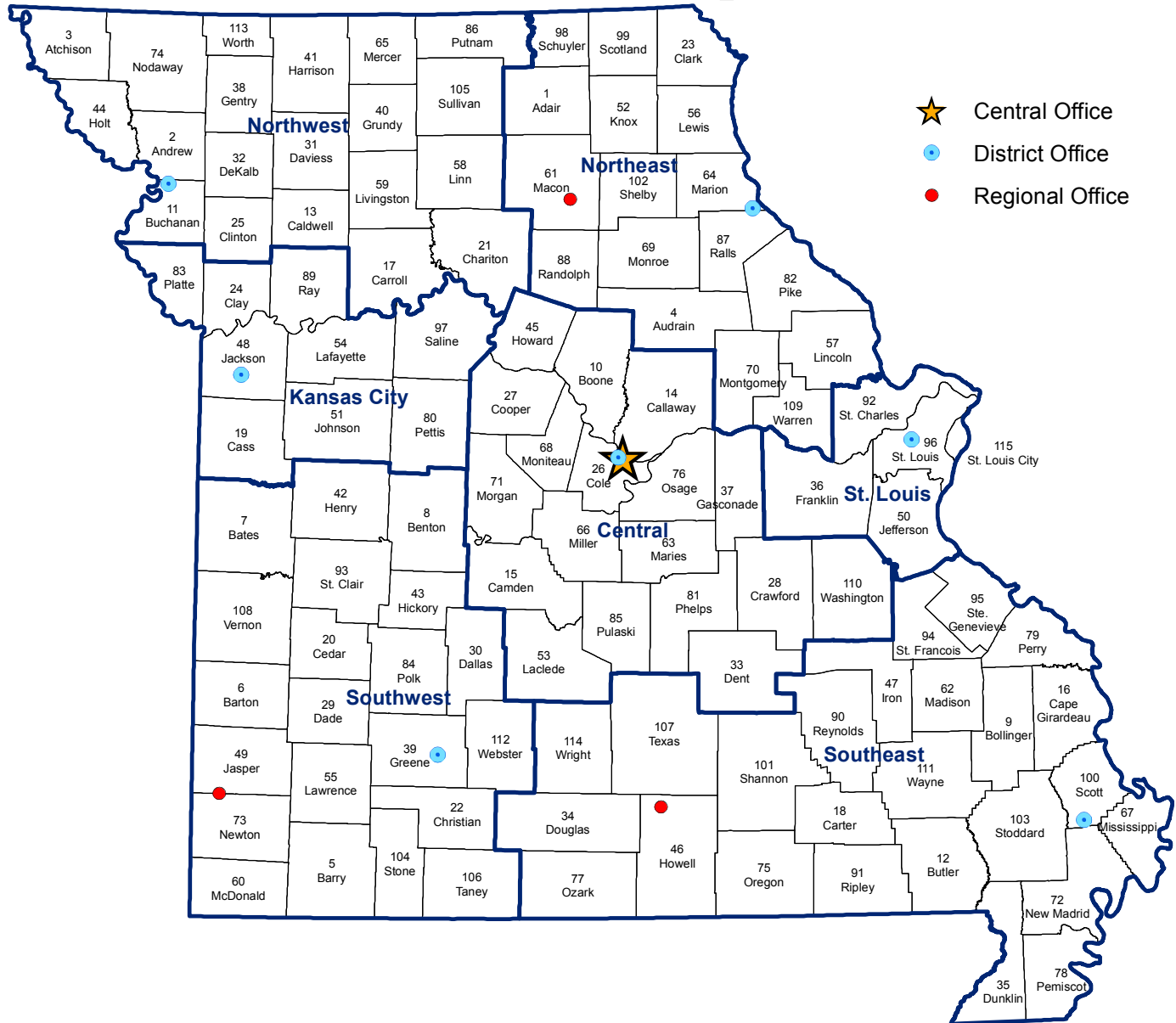
SIGNS

MANUFACTURER DESCRIPTION, MODEL

Tapco	Blinkersigns
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Revised November 6, 2013

Missouri Department of Transportation District Map



County	No.	Dist.	County	No.	Dist.	County	No.	Dist.	County	No.	Dist.	County	No.	Dist.			
Adair	1	NE	Chariton	21	NW	Harrison	41	NW	Macon	61	NE	Phelps	81	C	Shannon	101	SE
Andrew	2	NW	Christian	22	SW	Henry	42	SW	Madison	62	SE	Pike	82	NE	Shelby	102	NE
Atchison	3	NW	Clark	23	NE	Hickory	43	SW	Maries	63	C	Platte	83	KC	Stoddard	103	SE
Audrian	4	NE	Clay	24	KC	Holt	44	NW	Marion	64	NE	Polk	84	SW	Stone	104	SW
Barry	5	SW	Clinton	25	NW	Howard	45	C	Mercer	65	NW	Pulaski	85	C	Sullivan	105	NW
Barton	6	SW	Cole	26	C	Howell	46	SE	Miller	66	C	Putnam	86	NW	Taney	106	SW
Bates	7	SW	Cooper	27	C	Iron	47	SE	Mississippi	67	SE	Ralls	87	NE	Texas	107	SE
Benton	8	SW	Crawford	28	C	Jackson	48	KC	Moniteau	68	C	Randolph	88	NE	Vernon	108	SW
Bollinger	9	SE	Dade	29	SW	Jasper	49	SW	Monroe	69	NE	Ray	89	KC	Warren	109	NE
Boone	10	C	Dallas	30	SW	Jefferson	50	SL	Montgomery	70	NE	Reynolds	90	SE	Washington	110	C
Buchanan	11	NW	Daviess	31	NW	Johnson	51	KC	Morgan	71	C	Ripley	91	SE	Wayne	111	SE
Butler	12	SE	Dekalb	32	NW	Knox	52	NE	New Madrid	72	SE	St. Charles	92	SL	Webster	112	SW
Caldwell	13	NW	Dent	33	C	Laclede	53	C	Newton	73	SW	St. Clair	93	SW	Worth	113	NW
Callaway	14	C	Douglas	34	SE	Lafayette	54	KC	Nodaway	74	NW	St. Francois	94	SE	Wright	114	SE
Camden	15	C	Dunklin	35	SE	Lawrence	55	SW	Oregon	75	SE	Ste. Genevieve	95	SE	St. Louis City	115	SL
Cape Girardeau	16	SE	Franklin	36	SL	Lewis	56	NE	Osage	76	C	St. Louis	96	SL			
Carroll	17	NW	Gasconade	37	C	Lincoln	57	NE	Osark	77	SE	Saline	97	KC			
Carter	18	SE	Gentry	38	NW	Linn	58	NW	Pemiscot	78	SE	Schuyler	98	NE			
Cass	19	KC	Greene	39	SW	Livingston	59	NW	Perry	79	SE	Scotland	99	NE			
Cedar	20	SW	Grundy	40	NW	McDonald	60	SW	Pettis	80	KC	Scott	100	SE			



6/27/2011

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information

All bidders must furnish ALL applicable information requested below

Vendor Name/Mailing Address: Email Address:	Vendor Contact Information (including area codes): Phone #: Cellular #: Fax #:									
Printed Name of Responsible Officer or Employee:	Signature:									
For Corporations - State in which incorporated:	For Others - State of domicile:									
If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business: <i>If additional space is required, please attach an additional sheet and identify it as Addresses of Missouri Offices or Places of Business.</i>										
M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (M/WBE) utilized in the fulfillment of this bid. Include <u>percentages</u> for subcontractors and identify the M/WBE certifying agency: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center; width: 33%;"><u>M/WBE Name</u></th> <th style="text-align: center; width: 33%;"><u>Percentage of Contract</u></th> <th style="text-align: center; width: 33%;"><u>M/WBE Certifying Agency</u></th> </tr> </thead> <tbody> <tr> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> <td>_____</td> </tr> </tbody> </table> <i>If additional space is required, please attach an additional sheet and identify it as M/WBE Information</i>		<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>	_____	_____	_____	_____	_____	_____
<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>								
_____	_____	_____								
_____	_____	_____								

Preference Certification

All bidders must furnish ALL applicable information requested below

GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA: If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are not manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.	
Item (or item number)	Location Where Item is Manufactured or Produced
<i>If additional space is required, please attach an additional sheet and identify it as Location Products are Manufactured or Produced.</i>	
MISSOURI SERVICE-DISABLED VETERAN BUSINESS: Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria: Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs. Service-Disabled Veteran Business is defined as a business concern: <ol style="list-style-type: none"> a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and b. The management and daily business operations of which are controlled by one or more service-disabled veterans. 	
<u>Veteran Information</u>	<u>Business Information</u>
_____ Service-Disabled Veteran's Name (Please Print)	_____ Service-Disabled Veteran Business Name
_____ Service-Disabled Veteran's Signature	_____ Missouri Address of Service Disabled Veteran Business

Cooperative Procurement

The Department is interested in assisting Missouri governmental entities, etc. in purchasing equipment, various materials, and supplies that meet the Missouri Department of Transportation specifications.

Each bidder is asked to indicate below whether they would be willing to offer Breakaway Devices listed in the attached "Request for Bid" for sale to these local political entities at the same bid price offered to this Department.

It is understood the Department will not issue purchase orders, accept delivery nor make payment for these items ordered by any of these agencies. It is further understood the price is based on the Breakaway Devices meeting the Department specifications. Any added options, deletions, or extra freight costs would be negotiated between the local agency and the successful vendor.

Indicate below whether your company is willing to offer such cooperative purchasing for Missouri counties, cities or other political entities.

YES _____ NO _____

If the price varies throughout the state on Department bids because of different delivery destinations, please indicate the price f.o.b. your location that would be offered as described.

F.O.B. Location _____

Indicate the deadline date that orders will be accepted. _____

COMPANY NAME _____

ADDRESS _____

PHONE NUMBER _____

SIGNATURE _____

TITLE _____

DATE _____

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

STANDARD SOLICITATION PROVISIONS

- a. The solicitation for the procurement of the supplies referenced therein, to which these "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" are attached, is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (**MHTC**), acting by and through its operating arm, the Missouri Department of Transportation (**MoDOT**), draws the Bidder's attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/quotes and the award of the contract pursuant to this solicitation.
- b. All bids/quotes must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

GENERAL TERMS AND CONDITIONS

Definitions

Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms.

Nondiscrimination

- a. The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*)
- b. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote, the Bidder agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized notice to proceed and/or purchase order.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- c. Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

Executive Order:

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

- 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
- 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Preferences

- a. In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled "**VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM**" must be completed and returned with the solicitation documents.
- b. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBES. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

Cancellation of Contract

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.

Bankruptcy or Insolvency

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

Warranty

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the MHTC, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

Status of Independent Contractor

The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

Non-Waiver

If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

Indemnification

The Contractor shall defend, indemnify and hold harmless MHTC, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.